third person evidencing transactions between him and one of the parties to the suit are not admissible for purposes of contradiction, being hearsay as to the other party litigant. *Chandler* v. *Pomeroy,* 87 Fed. 262; *Watrous* v. *Cunningham,* 65 Cal. 410; *Mercier* v. *Copeland,* 73 Ga. 636; *Schwartz* v. *Southerland,* 51 Ill. App. 175. *A fortiori* are they not admissible where they evidence dealings with parties both of whom are strangers to both litigants. *Cornville* v. *Brighton,* 35 Me. 141; *Masters* v. *Marsh,* 19 Neb. 458; *Rielly* v. *English,* 77 Tenn. 16. Where, however, a witness testifies that he has made or seen an entry or otherwise refers to specific books of account to strengthen his testimony, or declares his knowledge of facts to which he testifies is derived from certain books, those books, if identified as the ones spoken of, are admissible to contradict his testimony, whether they are books of a stranger or not. *Davenport* v. *Cummings,* 15 Ind. 219; *City of Ripon* v. *Bittel,* 30 Wis. 614; *Baker & Sons* v. *Sherman,* 71 Vt. 439; *Gilmour* v. *Heinze,* 85 Tex. 76. In the principal case of Judge McCARTY takes the view that the witness referred specifically to a credit in these account books which the witness saw and "assisted in making." The majority opinion takes the contrary view that the entry books of account were not in any way referred to by the witness. In view of these facts it would seem that the court divided not on the rule of evidence involved but rather on its application to the facts at hand.

INSURANCE—RECOVERY OF PREMIUMS PAID.—Defendant company, on July 23, 1909, issued a twenty-year life insurance policy to plaintiff, the annual premium of $2,860 to be payable quarterly with an allowance of thirty days' grace on each installment. The premiums due were regularly paid by the insured until January 23, 1912, but the payment due at that date was not tendered within the period of grace allowed. Six days after the expiration of the thirty days of grace, the insured tendered the premium due but was notified that the policy had been forfeited by his failure to comply with the conditions for payment of premiums. There were no stipulations in the policy as to forfeiture for default in the payment of premiums. Plaintiff brought action to recover $7,423, the amount of the premiums he had previously paid. *Held,* that since the company had attempted to terminate the policy, the insured could consent to the rescission and was entitled to a return of the premiums paid, no forfeiture having resulted. *Titlow* v. *Reliance Life Ins. Co.,* (Pa. 1914) 92 Atl. 747.

The court was led to this conclusion by the argument that a policy of life insurance is not a contract for one year with the privilege of renewal from year to year, but is rather an entire and indivisible contract, any breach of which by the insured does not amount to a forfeiture (in the absence of a contract stipulation to that effect) but operates only as a breach of the contract,—a breach, which, as in ordinary contracts, the insurer could either waive or adopt as ground for a rescission of the contract by placing the insured in statu quo and returning the premiums already paid. The initial proposition in this reasoning,—that a life insurance policy evidences not a contract from year to year but rather a continuous and indivisible obligation,—has been accepted by the weight of authority as a rule of construction for

life insurance contracts. 2 MAY, INSURANCE, (3rd ed.) 717; *N. Y. Life Ins. Co.* v. *Statham,* 93 U. S. 24; *N. Y. Life Ins. Co.* v. *McMaster,* 90 Fed. 52; *Haas* v. *Mut. Life Ins. Co.,* 84 Neb. 682; *Manhattan Life Ins. Co.* v. *Warwick,* 20 Grat. (Va.) 614; *Ruse* v. *Mut. Ben. Life Ins. Co.,* 26 Barb. 556; *Murray* v. *State Life Ins. Co.,* 151 Fed. 539; *Ingersoll* v. *Mut. Life Ins. Co.,* 156 Ill. App. 568. One of the earliest cases to sanction this rule and the one most frequently referred to is that of *Woodfin* v. *Insurance Co.,* 6 Jones (N. C.) 558, decided in 1859. As stated in *N. Y. Life Ins. Co.* v. *Statham,* supra, "each installment is part consideration of the entire insurance for life. There is no proper relation between the annual premium and the risk of assurance for the year in which it is paid."

RAILROADS—EMINENT DOMAIN PROCEEDINGS.—Condemnation proceedings were brought by the complainant to acquire certain lands for the purpose of constructing a line of railroad to connect their coal fields with the lines of the I. C. R. R. Co. From a judgment in a certain amount the complainant appeals, largely upon the ground that certain evidence offered by the complainant had been excluded. The evidence excluded sought to establish the extent of the benefit that would accrue to the remaining lands of the defendant, by showing how land along the line of the railroad company, some seven miles distant from the parcel of land in the case, had increased in value as a result of the construction of that line. *Held,* that the evidence was properly excluded. *West. Ky. Coal Co.* v. *Dyer,* (Ky. 1914) 170 S. W. 967.

Although the question in this case arose as a point in the law of evidence, the correctness of the ruling depends upon the legal rules for determining the damages in eminent domain cases. When an entire tract of land is taken the measure of damages is the market value of the tract in money, *Gardner* v. *Brookline,* 127 Mass. 358. When, however, only a part is taken, just compensation includes damages to the remainder, being measured by the decrease in the actual fair cash market value of such part not taken, *Kiernan* v. *Chi. &c. Ry Co.,* 123 Ill. 188. In considering these damages, however, the remainder must be taken as a whole, and cannot be restricted to any small part thereof, *Page* v. *Ry. Co.,* 70 Ill. 324; *Schuylkill River R. R. Co.* v. *Stocker,* 128 Pa. St. 233. Under such a doctrine, benefits accruing to the remainder can be properly set off against damages to it. *Neilson* v. *Chi. &c. Ry Co.,* 58 Wis. 516. It was undoubtedly on such a theory that the complainant offered his evidence. However, the real question in this case extended further than the one touched in those cases, being rather as to a proper method for determining such depreciation in market value. Evidence of the sales of other lands similarly situated is admissible, *St. L. &c. R. R. Co. v. Haller,* 82 Ill. 208. But the lands must be similarly situated, and if the purpose is to measure the depreciation in the remainder, ought logically to have been affected by the same or a similar force. It was on this point that the evidence offered failed to meet the requirements of the legal rule, the court holding that the differences in the character of the